

# **EXHIBIT A**

*Michelle H. Wright*

County Clerk Harris County, Texas



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

### SUBSTITUTE TRUSTEE'S DEED

STATE OF TEXAS

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COUNTY OF HARRIS

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WHEREAS, 2727 KIRBY 26L LLC (the "Mortgagor"), in order to secure the payment of one (1) certain Promissory Note (the "Note") for the sum set forth in said Note, payable to the order of CYPRESS BRIDGECO, LLC, made, executed and delivered a certain Deed of Trust and Security Agreement (the "Deed of Trust") dated November 2, 2022, and recorded in the Real Property Records of Harris County, Texas reference to which Deed of Trust is here made for a detailed description of said Note, the terms and covenants of said Deed of Trust, and the land and premises therein conveyed; said land and premises being situated in Harris County, Texas, and being more particularly described as follows:

UNIT L, LEVEL 26, OF 2727 KIRBY CONDOMINIUMS, A CONDOMINIUM PROJECT IN HARRIS COUNTY, TEXAS, TOGETHER WITH THE LIMITED COMMON ELEMENTS AND AN UNDIVIDED INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS DEFINED IN THAT DECLARATION RECORDED IN FILM CODE NO. 205251, CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS.

WHEREAS, the owner and holder of said Note and beneficiary under said Deed of Trust ("Holder") has appointed the undersigned as Substitute Trustee ("Substitute Trustee") under the Deed of Trust; and

WHEREAS, it is provided in said Deed of Trust that failure to make any of the payments in the above described Note as the same become due and payable, or failure to comply with any or all of the covenants and conditions of said Deed of Trust, shall, at the option of the legal or equitable owner or holder thereof, mature the whole of said Note and in such event or events and at the request of the Holder of said Note secured by said Deed of Trust, the said Substitute Trustee or his successors shall enforce said trust by selling the hereinbefore described land and premises in accordance with the provisions of said Deed of Trust, all as more fully set out in said Deed of Trust; and



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*Amber H. Hight*

WHEREAS, default was made in the payment of said Note according to the terms, tenor and effect thereof, and the Holder, after all required notices were given, declared the whole Note immediately due and payable and requested the undersigned to sell said land and premises, according to law and in accordance with the provisions of said Deed of Trust, in satisfaction of the indebtedness secured by said Deed of Trust; and

WHEREAS, the said land and premises above described were advertised for sale, and written Notice(s) of Substitute Trustee's Sale ("Notice") was posted in accordance with the terms of said Deed of Trust and in accordance with the laws of the State of Texas pertaining to foreclosure under deeds of trust, said land and premises having been advertised for sale at least twenty-one (21) days preceding the date of the sale at the courthouse door of the county above set forth and a copy of the said Notice was also filed with the County Clerk in the county in which the property is located, and, if provided by said Deed of Trust, in two other public places in said county, said land and premises having been advertised to be sold at the courthouse of such county on the first Tuesday in said month and said Notice having specified the area of the courthouse where designated by the commissioners court; and

WHEREAS, the Holder served written notice of the proposed sale by certified mail at least twenty-one (21) days preceding the date of sale on each debtor obligated to pay such debt according to the records of the Holder by deposit of the Notice, enclosed in a post paid wrapper, properly addressed to each debtor at the most recent address as shown by the records of the Holder, in a post office or official depository under the care and custody of the United States postal service; and

WHEREAS, I, the said Substitute Trustee, did, between the hours of 10:00 A.M. and 1:00 P.M., on the date for which said sale was advertised, offered said land and premises for sale at public auction at the area of the courthouse of said county where the commissioners court has designated such sales to take place; and

WHEREAS, at said sale CYPRESS BRIDGECO, LLC ("Grantee") bid for said land and premises the sum of \$2,209,000.00 which was the highest and best bid offered therefore, whereupon said land and premises were sold for said sum to the said Grantee in accordance with the terms and provisions of said Deed of Trust; and

WHEREAS, all prerequisites required by law and by said Deed of Trust have been duly complied with by the Holder and by the said Substitute Trustee;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned Substitute Trustee, named and appointed under the terms of said Deed of Trust, acting herein and by virtue of the power conferred upon me by said Deed of Trust, and in accordance with the laws of the State of Texas, for and in consideration of the sum bid as aforesaid, which amount has been applied in accordance with the terms of said Deed of Trust on the indebtedness secured by it, do hereby bargain, sell and convey unto the Grantee the hereinbefore described land and premises, together with all and singular the rights and appurtenances in anywise belonging to the same.



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*Cynthia Evelyn Todd*

County Clerk Harris County, Texas



TO HAVE AND TO HOLD the said property unto said Grantee, its (his) heirs, executors, successors and assigns, forever, in fee and manner aforesaid, by virtue of the power vested in me under the terms of said Deed of Trust, I do hereby bind and obligate the said Mortgagor(s) to warrant and forever defend, all and singular, the right and title to said property unto the said Grantee, its (his) heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The address of the Grantee is:

CYPRESS BRIDGECO, LLC  
12140 Wickchester Ln, Ste 100  
Houston, Texas 77098

WITNESS MY HAND this the 2nd day of April 2024.

*Casey Marcin*  
\_\_\_\_\_  
Casey Marcin, Substitute Trustee

STATE OF TEXAS

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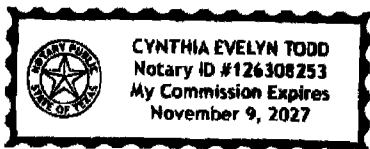
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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared **Casey Marcin**, Substitute Trustee, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of April 2024.



*Cynthia Evelyn Todd*  
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NOTARY PUBLIC – State of Texas

Return to:

CYPRESS BRIDGECO, LLC  
12140 Wickchester Ln, Ste 100  
Houston, Texas 77098



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*Tenesha Hudspeth*

County Clerk Harris County, Texas



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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$33.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Tenesha Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



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I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office  
This December 9, 2024

Teneshia Hudspeth, County Clerk  
Harris County, Texas

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

